January 31, 2008

Memorandum

To: Lafayette City Council

Subject: American Red Cross Statement of Understanding

At its meeting of January 16, 2008, the Lafayette Emergency Preparedness Commission met with representatives of the American Red Cross of the Bay Area to confer on a potential Statement of Understanding between the City and the Red Cross. A number of changes was agreed upon at the meeting and the Red Cross representatives have redrafted the document, incorporating those changes. It was the sense of the Commission that a statement incorporating our proposed changes would be satisfactory to us.

I have reviewed the revised Statement of Understanding and find that its contents are satisfactory to the Emergency Preparedness Commission, and recommend going forward with it.

Fred H.G. Lothrop
Chair, Lafayette Emergency Preparedness Commission

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Statement of Understanding Between

The American Red Cross Bay Area

And

City of Lafayette

I. Purpose

The purpose of this Statement of Understanding is to define the relationship between the **American Red Cross Bay Area (ARCBA) and City of Lafayette,** and to outline potential areas of collaboration in the conduct of disaster preparedness planning activities, as well as during major disaster relief operations.

II. Definition of Disaster

A disaster is an occurrence such as a hurricane, tornado, storm, flood, high water, wind driven water, tidal wave, earthquake, volcanic eruption, drought, blizzard, pestilence, famine, fire, explosion, building collapse, transportation accident, or other situation that causes human suffering or creates human needs that the victims cannot alleviate without assistance.

III. Authority

By congressional charter dated January 5, 1905, the American Red Cross was designated the nationwide agency through which the American people voluntarily extend assistance to individuals and families in need as a result of disaster.

In part the charter provides that the American Red Cross shall:

"continue and carry on a system of national and international relief in time of peace and apply the same in mitigating the suffering caused by pestilence, famine, fire floods, and other great national calamities, and devise and carry on measures for preventing the same."

IV. Recognition

The **American Red Cross Bay Area (ARCBA)** recognizes the **City of Lafayette** has statutory responsibilities regarding the protection of the citizens of their jurisdiction. This includes planning for and responding to disasters. **The City of Lafayette** recognizes the **American Red Cross Bay Area** as a unit of the **American Red Cross,** and therefore chartered by Congress as the agency through which the American people voluntarily extend assistance to individuals and families in need of help because of disasters.

V. Agency Roles

City of Lafayette recognizes that in time of disaster the **American Red Cross Bay Area** and the **City of Lafayette** have a shared responsibility and commitment to meeting the emergency needs of the residents of **Lafayette.**

During major disasters the American Red Cross provides a standardized relief program consisting of emergency food, clothing, shelter in congregate care or other facilities, disaster welfare inquiry, first aid, and other basic elements of human comfort and survival.

Both organizations in their respective capacities recognize that federal, state, and local government responsibilities remain the same in times of disaster: the protection of life, property, public health and safety and welfare and maintenance, and the repair of public property. Disaster increases, but in general, does not alter these responsibilities.

The **City of Lafayette** provides coordination for the disaster preparedness and response activities of the city. In this role the city will be responsible for coordinating city agency support of **ARCBA** relief operations.

VI. Organization of the American Red Cross

The national headquarters of the **American Red Cross (ARC)** is located in Washington D.C. **The American Red Cross Bay Area Chapter (ARCBA)** is the local unit of the American Red Cross responsible for service delivery in the following bay area counties:

- **Alameda**
- **Contra Costa**
- **Marin**
- **San Francisco**
- **San Mateo**
- **Solano**

All local **ARCBA** activities are subject to the policies and procedures of the national organization. The **ARCBA** Disaster Services program is responsible for supporting both disaster preparedness activities and responding to local disasters with a relief organization composed of the best qualified paid and volunteer staff available.

This is accomplished by a volunteer led disaster committee who identifies potential local hazards and works with other members of the emergency service community to estimate the affect on local residents. The committee also identifies available local response resources, reformulates cooperative plans and procedures with local government and private organizations for carrying on relief operations.

VII. Organization of City of Lafayette (Text to be supplied by the City of Lafayette . These are key contact of the OES.) **See Addendum I**

VIII. Agency Collaboration

1. Both organizations will meet on a regularly scheduled basis to ensure familiarity and ongoing conversations regarding shared commitments in disaster preparedness and response. **ARCBA** will be a non-voting member of the **Lafayette Emergency Preparedness Commission.**

2. **City of Lafayette** will assist with the coordination of disaster training for City employees. **ARCBA** agrees to provide ARC Disaster training to city employees at no charge.

3. **City of Lafayette** specifically charges the American Red Cross as having a primary responsibility for mass care activities; however, it is also accepted that the magnitude of service delivery demands created by a major disaster in the bay area will require the combined resources of both governmental and private agencies and other community based organizations.

4. Whenever a disaster creates human suffering and emergency basic needs that the client(s) cannot alleviate without assistance, ARCBA will respond immediately. Emergency assistance consists of shelter, clothing, food, and basic health services support. Follow-up assistance is available for household furnishing, rental assistance, and advocacy and referral services.

5. During major disaster relief operations, **ARCBA** will assign a liaison to the city Emergency Management Team at the Operational Area Emergency Operations Center.

6. **City of Lafayette** agrees to support **ARCBA** relief operations by:

   - Sharing information related to the effects of the disaster.
   - Assisting in locating and accessing suitable shelter facilities.
   - Processing promptly any requests for City assistance (personnel or material).
   - Assisting with the provision of water for shelters and food preparation sites.
   - Forwarding promptly to the County OES Operation Center any ARC resource request that cannot be filled by the City.
   - Supporting requests for County Sheriff's Department assistance with shelter security, when local law enforcement agencies are not capable of filling the requirement.

7. **ARCBA** agrees to support **City of Lafayette** disaster relief operations by:
   - Sharing Damage Assessment and Mass Care service delivery information.
   - Consulting with **City of Lafayette** on service delivery system design.

VIII. Agency Collaboration (continued)

- Promptly requesting additional ARC resources when local resources are not sufficient.
- Assisting with the coordination of disaster relief efforts of other non-profit organizations.
- Assisting with the distribution of information to disaster clients regarding City and County relief programs.
- Providing referrals to city and county sponsored relief programs.
- When capacity permits, during the immediate response to provide emergency feeding for City relief workers.
- When capacity permits to establish shelters for emergency workers brought in to assist the City.

IX. Financial Implications

The ARC will not automatically assume financial responsibility for a shelter opened or other Mass Care expenses incurred by non-Red Cross personnel, without prior authorization of the American Red Cross Mass Care Officer assigned to the relief operation. Administrative control and financial responsibility of ARC disaster-related services are inseparable.

X. Revision/Revocation of Understanding

This Statement of Understanding can be modified or revoked with thirty days notice by either party and will be updated annually to ensure currency.

This agreement will be renegotiated in not longer than 5 years.

American Red Cross Bay Area

_____ **Date** _____

City of Lafayette

_____ **Date** _____